

# MEMORANDUM

Agenda Item No. 9(A)(1)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

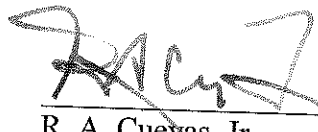
**DATE:** November 8, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving an  
Interlocal Agreement between  
Miami-Dade County and Miami-  
Dade County Public Schools to  
install a sewer connection at a  
Miami-Dade County Public  
schools-owned site located at  
21300 S.W. 122 Avenue, for use  
by Miami-Dade County as the  
Isaac Withers Head Start Facility

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The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.




R. A. Cuevas, Jr.  
County Attorney

RAC/lmp

**Date:** November 8, 2012

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Approving an Interlocal Agreement between Miami-Dade County and Miami-Dade County Public Schools to Install a Sewer Connection at the Isaac Withers Head Start Facility

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**RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached Interlocal Agreement between the County and Miami-Dade County Public Schools (MDCPS).

This agreement will enable the County to design, bid and construct a sewer connection at the Isaac Withers Head Start Facility. The County has been leasing this property from MDCPS as a Head Start facility since 1983. MDCPS has been issued a Notice of Required Connection for this site by the County's Regulatory and Economic Resources Department, and, pursuant to the terms of the County's lease with the MDCPS, the County is required to install and connect to the sanitary sewer at this facility. Completion of the sewer connection is required by June 9, 2013.

**SCOPE**

This facility is located at 21300 SW 122 Avenue, Miami, FL, in Commission District 9.

**FISCAL IMPACT/FUNDING SOURCE**

The fiscal impact to the County to complete this project is estimated at \$174,000, which will be funded from the Community Action and Human Services Infrastructure Reserve Fund. The County has had a \$1.00 per year lease at this facility since 1983.

**TRACK RECORD/MONITOR**

Jose Montoya of the Internal Services Department's Design and Construction Services Division will manage the construction project. Alfredo Rodriguez, Division Director for the Community Action and Human Services Department (CAHSD) will be the point of contact on facility-related issues for CAHSD.

**DELEGATION OF AUTHORITY**

The County Mayor or County Mayor's designee is delegated the authority to execute amendments, modifications, options-to-renew or cancellation clauses of the agreement as necessary.

**BACKGROUND**

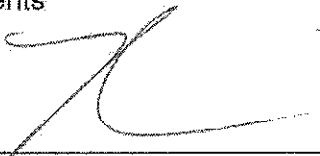
The Isaac Withers Head Start Facility is currently served by public water and an on-site septic sewage system. In accordance with a May 13, 1998 Consent Agreement between MDCPS and the County, MDCPS is required to connect to the public sanitary sewer system at such time as the sewer system is adjacent to the site. Further, pursuant to the First Amendment to the April 4, 1995 lease agreement between the County and MDCPS, the County is required to, at its sole cost, install and connect to public water mains and/or sanitary sewer if such installation and connection is deemed necessary by the governing authority. The Regulatory and Economic Resources Department issued a Notice of Required Connection to the property owner (MDCPS) requiring that the property abandon their on-site liquid waste storage, disposal and treatment system within ninety 90 days and connect to the public sanitary sewers. MDCPS requested a 30-month extension of time from the Regulatory and Economic

Resources Department to allow for sufficient time to execute all of the required permits, and for the County to construct said sewer connection. The 30-month extension was approved by the Regulatory and Economic Resources Department on January 11, 2011, with a required connection date of June 9, 2013.

According to the Water and Sewer Department's Availability Form, the closest point of connection to the sanitary sewers is an abutting 8-inch gravity sewer main which runs along SW 214 Street and is located approximately 18 feet from the property. The property consists of approximately 444,528 square feet (approximately 10 acres) and accommodates several buildings including the Isaac Withers Head Start Facility (formerly known as Goulds Elementary School). The Community Action and Human Services Department has County programs housed at this site, including a Comprehensive Self-Sufficiency Services Program for low-income individuals and families, a Low-Income Home Energy Assistance Program, and a Computer Literacy and Computer Maintenance/Repair Program that serve the Goulds community.

Given that MDCPS has agreed to allow the County to remain at this location at the current \$1.00 per year lease rate since 1983, it is in the County's best interest to move forward with this project. Construction of this sewer connection needs to begin to ensure the June 2013 deadline is adhered to.

Attachments



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Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** November 8, 2012

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(1)

11-8-12

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND MIAMI-DADE  
COUNTY PUBLIC SCHOOLS TO INSTALL A SEWER  
CONNECTION AT A MIAMI-DADE COUNTY PUBLIC  
SCHOOLS-OWNED SITE LOCATED AT 21300 SW 122  
AVENUE, FOR USE BY MIAMI-DADE COUNTY AS THE  
ISAAC WITHERS HEAD START FACILITY

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Mayor or County Mayor's designee, to execute an agreement between Miami-Dade County and Miami-Dade County Public Schools (MDCPS) to install a sewer connection at an MDCPS-owned site located at 21300 SW 122 Avenue, for use by Miami-Dade County as the Isaac Withers Head Start Facility; and authorizes the County Mayor or County Mayor's designee, upon approval by the County Attorney's Office, to execute amendments, modifications, cancellation clauses, or renewals of the agreement on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of November, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency.



Eduardo W. Gonzalez

By: \_\_\_\_\_  
Deputy Clerk

## INTERLOCAL AGREEMENT

**THIS INTERLOCAL AGREEMENT** (the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **The School Board of Miami-Dade County, Florida**, a political subdivision of the State of Florida, hereinafter designated as "**Board**", and **Miami-Dade County**, a political subdivision of the State of Florida, hereinafter designated as the "**County**".

### WITNESSETH

WHEREAS, Board and County entered into that certain Lease Agreement dated November 15, 1983 (the "Lease"), for a Board-owned site located at 21300 SW 122 Avenue ("Site"), for use by the County as the Isaac Withers Head Start Facility; and,

WHEREAS, the Site is currently served with a septic sewage system; and

WHEREAS, in accordance with a May 13, 1998 Consent Agreement between Board and County, the Board is required to connect to the public sanitary sewer system ("Sewer System") at such time as the Sewer System is available adjacent to the Site; and

WHEREAS, Board and County entered into that certain First Amendment to the Lease dated April 4, 1995 ("First Amendment"), requiring County, at its sole cost, to install and connect to public water mains and/or sanitary sewer if such installation and connection was deemed necessary by the governing authority; and

WHEREAS, Permitting, Environment and Regulatory Affairs ("PERA"), as the governing authority, issued a Notice of Required Connection ("NORC") to the Board on

July 18, 2009, advising that an approved Sewer System was available to serve the Site, and requiring the Board to facilitate the connection; and

WHEREAS, in compliance with the First Amendment, the County was notified on December 18, 2009, 2010 of the need to connect the Site to the Sewer System; and

WHEREAS, the County is hereby designated as the party responsible for the sewer connection construction project at the Site; and

WHEREAS, the County will enter into an agreement with an outside contractor, fully bonded, to perform the actual sewer connection installation and connection; and

WHEREAS, to facilitate the work to be performed by the County, the Board and County must enter into this Agreement to establish the scope of work, provide for certain design standards and criteria, establish the entity to issue construction permits and clarify any other relevant provisions required for the County to install and connect the Site to the Sewer System; and

WHEREAS, the Board has authorized the execution of this Agreement in accordance with Board Item F-3, Board Action No. 114,252, at its meeting of June 16, 2010.

**NOW THEREFORE**, for and in consideration of the mutual promises contained herein, the Board and the County hereby agree to the following:

1. **AGREEMENT.** In compliance with the obligations of the County under the First Amendment, the County shall install wastewater facilities and other related appurtenances within the Site, and connect same to the County sewer system, as more particularly described in this Agreement and in the approved construction drawings and



specifications, incorporated herein and made a part hereof by reference (the "Work"). All Work shall be done at the County's sole cost and expense.

2. **TERM.** This Agreement shall commence upon the latter date of execution of the document by both parties ("Commencement Date"), and shall terminate ninety (90) days following completion of construction activities related to the Work, or two years from the Commencement Date, whichever occurs first ("Termination Date"). The Superintendent of Schools of the School District of Miami-Dade County, Florida, ("Superintendent") may, upon receipt of a written request from the County, extend the term of this Agreement by up to six (6) additional months.

3. **BOARD'S RIGHTS RESERVED.** During the term of this Agreement, the Board reserves the right to use the Site for any lawful purpose that will not prevent or interfere with the exercise by the County of the rights granted under this Agreement or the Lease, as amended.

4. **OPERATION AND MAINTENANCE OF PROPERTY.** The County and its contractors shall perform the Work in such a manner, as not to cause any damage or destruction of any nature to the land or facilities owned by Board. County shall create a safety buffer zone around the area impacted by the Work ("Construction Area"), by installing and maintaining a temporary fence during the term of this Agreement, which shall separate the Construction Area from the balance of the Site, and shall require its contractor to implement appropriate safety precautions during the Work. The County shall maintain, utilize and conduct its work related activities within the Construction Area in a proper, lawful, and safe manner and at County's sole cost and expense.

The County shall not use, handle, generate, manufacture, produce, store, discharge, treat, remove, transport or dispose of Hazardous Substances at, in, upon, under, to or from the Construction Area. "Hazardous Substances" shall include, but not be limited to, flammable substances, explosives, radioactive materials, asbestos, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic by Federal, State or Local Environmental Laws.

5. **SITE IMPROVEMENTS AND CLOSURE OF SEPTIC SYSTEM.** The County agrees, as a condition of this Agreement and at its sole cost and expense, to construct a sewer lateral across a portion of the Site, and connect same to an existing County-owned 8-inch gravity sewer main located on SW 214 Street, in full compliance with the NORC. The County shall assure that all work completed on the Site is done in a good and workmanlike manner using contractors who are licensed, insured and fully bonded, and the County shall provide evidence of same prior to commencement of the Work. For that portion of the Work completed on the Site, the Board, or its designee, shall review and approve all plans and specifications, which shall be incorporated herein and made a part hereof by reference, and shall issue all permits, conduct inspections and provide final sign-off. For that portion of the Work completed other than on the Site, the County shall secure all permits, inspections and final sign-off from the appropriate County jurisdictional entity. The Work shall commence only after issuance of proper permits, and shall at all times be in compliance with all applicable rules and regulations, including, without limitation, the Board's design criteria, the State Requirements for

Educational Facilities, and the Florida Building Code, as the same may be amended from time to time. The Board shall assign a project manager or other District representative ("Project Manager") to serve as the Board's liaison with the County with respect to the Work. The County shall include the Project Manager in all pre-construction, construction status, project completion and/or other such meetings relating to the Work, and shall otherwise coordinate all aspects of the Work impacting the Site with the Project Manager, including construction related submittals, etc.

Within sixty (60) days of the connection of the new sewer lateral to the County-owned 8-inch gravity sewer main located on SW 214 Street, or some other period of time as agreed to between the parties, the County shall provide a copy of the 'As-built' plans and warranty information to the Board, or its designee, and properly and lawfully close and abandon all existing septic tanks and any other ancillary septic system pipes, equipment or other appurtenances located on the Site, in compliance with Florida Statute, the Florida Building Code, School Requirements For Educational Facilities and all requirements of any applicable jurisdictional entities. The County shall provide the Board, or its designee, with documentation as may be commercially reasonably required, as well as certification from Permitting, Environment and Regulatory Affairs ("PERA") or any other applicable jurisdictional entity, that the septic sewage system was properly closed and abandoned in compliance with all applicable regulations.

The County shall comply with all applicable laws, rules and regulations, and be responsible for obtaining all permits, inspections and final sign-off of the Work. All permits shall be properly closed at the completion of the Work, but in any event no later than the Termination Date. By way of clarification, the parties agree that for the portion

of the Work completed on the Site, the Board, or its designee, shall review and approve all plans and specifications, and shall issue all permits, conduct inspections and provide final sign-off. The County shall review, approve, issue permits, inspect and provide final sign-off for all other portions of the Work, except those completed on the Site.

6. **RESTORATION OF PROPERTY.** At the completion of the Work, or upon the expiration, discontinuance or abandonment of this Agreement, the County shall restore the area of the Work, and any other areas of the Site used by the County for ingress thereto and egress therefrom, to a condition that is safe and usable, at County's sole cost and expense, including, but not limited to, the removal and disposal of equipment, materials and debris, and shall assure the Site is left in as good or better condition than existed prior to commencement of the Work.

The County shall be responsible, at County's sole cost and expense, for any environmental clean-up resulting from use of the Site by the County or its contractors under this Agreement, if required by a Federal, State or local agency.

Should the County fail to begin to restore the Site to the original or better condition, and perform any environmental clean-up as may be required pursuant to this Agreement within thirty (30) days after receipt of written notice from Board or the applicable Federal, State or local agency, directing the required restoration and clean-up, the Board may, at its sole option, cause the Site to be restored and cleaned-up on behalf of the County, and the County shall pay the Board the full cost of such restoration and clean-up within thirty (30) days of receipt of an invoice from the Board indicating the cost of such required restoration and/or clean-up.

7. **COMPLIANCE WITH LAWS.** The County shall comply with all applicable laws, rules, regulations, ordinances and codes of all governmental authorities, including, without limitation, the Florida Building Code, the Americans with Disabilities Act and the Jessica Lunsford Act, as the same may be further amended from time to time and to the extent required by applicable law.

8. **INDEMNIFICATION.** Subject to the extent of the limitations included within Florida Statutes, Section 768.28, the County does hereby agree to indemnify, defend and hold harmless the Board, its members, officers and employees, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence or other wrongdoing of the County arising out of or relating to the performance of this Agreement (including goods and services provided thereto).

Nothing in this Agreement is intended to operate as a waiver of either Parties sovereign immunity. This provision shall survive the early termination or expiration of this Agreement.

9. **INSURANCE.** The County's contractors shall hold harmless and indemnify the Board from any actions or liabilities related to the Work, and shall name the Board as an additional insured in every policy of insurance required by the County of any of its contractors or subcontractors performing the Work, and the County's contractors shall provide the Board, or its designee, with evidence of general liability, property and Workmen's Compensation insurance with levels of coverage acceptable to the Board.

10. PRECONDITIONS TO COMMENCEMENT OF THE WORK. As a precondition to commencing any Work related activities on the Site:

a) the County shall provide the Board, or its designee, with evidence of the County's contractors having general liability, property and Workmen's Compensation insurance, and naming "The School Board of Miami-Dade County, Florida" as an additional insured; and

b) the County shall provide the Board, or its designee, with inspection reports from a Florida licensed septic system certified septic system inspector, or other documentation as may be required by Florida Statutes, documenting and certifying that the septic sewage system is code compliant and in proper working order. In the event that the Work is not completed within twenty-four (24) months of the Commencement Date, the County shall provide proper documentation to the Board, or its designee, re-certifying that the septic sewage system is code compliant and in proper working order. Thereafter, on a bi-annual basis, unless required more frequently by Florida Statutes or as may be reasonably required by the Board, or its designee, the County shall provide the Board, or its designee, with inspection reports from a Florida licensed septic system certified inspector, or other documentation as may be required by Florida Statute, documenting and certifying that the septic sewage system is code compliant and in proper working order. This requirement for bi-annual inspections shall remain in full force and effect until such time as the septic sewage system is properly closed and vacated in full compliance with the provisions of Article 5 of this Agreement. This provision shall survive the early termination or expiration of this Agreement.

11. **NOTICES.** All notices or other communications which shall or may be given by either party pursuant to this Agreement shall be in writing and shall be sufficiently given or delivered if dispatched by (1) certified U.S. mail, postage pre-paid, return receipt requested, (2) hand delivery, (3) Federal Express or other comparable overnight mail service, or (4) telephone facsimile transmission with transmission receipt, to the following addresses, or as the same may be changed in writing from time to time:

To the County:

Miami-Dade County  
County Mayor  
111 NW 1 Street  
Suite 2910  
Miami, Florida 33128  
Fax #: 305-375-5071  
Email: mayor@miamidade.gov

With a copy to:

Miami-Dade County  
Internal Services Department  
Director  
111 NW 1 Street,  
Suite 2420  
Miami, Florida 33128-1979  
Fax: 305-375-2363  
Email: solal@miamidade.gov

To the Board:

The School Board of Miami-Dade County, Florida  
c/o Superintendent of Schools  
1450 N.E. Second Avenue, Room 912  
Miami, Florida 33132

With copies to:

Miami-Dade County Public Schools  
Executive Director  
Planning, Design and Sustainability  
1450 N.E. Second Avenue, Room 525  
Miami, Florida 33132  
Fax: 305 995-4760  
Email: mlevine@dadeschools.net

The School Board of Miami-Dade County, Florida  
School Board Attorney's Office  
1450 N.E. Second Avenue, Room 400  
Miami, Florida 33132  
Fax: 305-995-1412  
Email: aircraft@dadeschools.net

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. "Day" as used in this Agreement shall be defined as calendar day. Counsel for the Board and counsel for the County may deliver Notice on behalf of the Board and the County, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties of any change in name or address to which Notices shall be sent by providing the same pursuant to this provision.

12. **DEFAULT.** The Board shall provide County with written notice of any failure to perform or comply with the terms and conditions contained herein to be



performed by the County. If the County fails to cure said default within thirty (30) days of receipt of written notice of default, or provide the Board with a written response within thirty (30) days after receiving notification, indicating the status of the County's resolution of the violations and providing for a schedule to correct all deficiencies, the Board shall have the right, at its sole option, to either:

- a) Immediately terminate this Agreement by giving written notice of such termination to County in accordance with the provisions of this Agreement; or
- b) Cure the default on behalf of the County, and the County shall reimburse the Board for any and all costs incurred to cure said default within thirty (30) days of receipt of an invoice from the Board indicating such cost.

13. **MISCELLANEOUS.**

a) This Agreement shall be construed and enforced according to the laws of the State of Florida, and venue shall be in Miami-Dade County, Florida.

b) In the event any paragraph, clause or sentence of this Agreement or any amendment thereto is declared invalid by a court of competent jurisdiction, such paragraph, clause or sentence shall be stricken from the subject Agreement and the balance of the Agreement shall not be affected by the deletion thereof.

c) No waiver of any provision hereof shall be deemed to have been made unless such waiver is in writing and signed by Board and County. The failure of either party to insist upon the strict performance of any of the provisions or conditions of this Agreement shall not be construed as waiving or relinquishing in the future any such

covenants or conditions, but the same shall continue and remains in full force and effect.

d) Paragraph headings are for convenient reference and are not a part of this Agreement.

e) The County Mayor shall be the party designated by the County, and the Superintendent shall be the party designated by the Board, to grant or deny all modifications and approvals required by this Agreement, or to cancel this Agreement. In addition, the Superintendent shall be the party designated by the Board to extend this Agreement for a period not to exceed six (6) months, if so requested in writing by the County.

f) In the event of litigation between the parties, each party shall be responsible for its own attorney's fees and court costs through trials and appellate levels. This provision shall survive the early termination or expiration of this Agreement.

14. **SUBORDINATION.** This Agreement shall be deemed subordinate to any existing or future financing by the Board of the Site or any part thereof.

15. **INSPECTOR GENERAL OFFICE.** The School Board Office of Inspector General (SBOIG) may, on a random basis, perform audits, inspections and reviews of all the Board's contracts. Consequently, the County acknowledges and accepts the authority of the SBOIG to conduct such random audits, inspections, and reviews, including, but not limited to, the authority of the SBOIG to access the County's records, its legal representatives' and contractors' records and the obligation of the County to make those records available upon request. The County shall incorporate this clause into every contract that it enters into relating to this Agreement.

IN WITNESS WHEREOF, The School Board of Miami-Dade County, Florida, and Miami-Dade County have caused this Agreement to be entered into and to be effective on the date hereinabove written.

BOARD:

THE SCHOOL BOARD OF MIAMI-DADE  
COUNTY, FLORIDA

By: \_\_\_\_\_  
Alberto M. Carvalho, Superintendent

TO THE BOARD:  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

\_\_\_\_\_  
School Board Attorney

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, Superintendent of Schools, who is personally known to me or who produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
print name

COUNTY:  
MIAMI-DADE COUNTY

\_\_\_\_\_  
Carlos A. Gimenez  
County Mayor

ATTEST:

Miami-Dade County

By: \_\_\_\_\_  
Clerk

Approved as to Form and  
Legal Sufficiency:

\_\_\_\_\_  
County Attorney

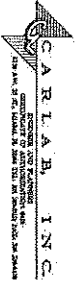
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is personally known to me or produced \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Serial Number

\_\_\_\_\_  
print name



# PRIVATE SEWER MAIN FOR: CAA ISAAC WITHERS CENTER

21300 SW 122 AVE  
MIAMI DADE, FLORIDA 33177  
PHONE: 305-8912-0022-0010



Carlos A. Gimenez  
Mayor

## BOARD OF COUNTY COMMISSIONERS

Joe A. Martinez  
Chairman  
Audrey M. Edmonson  
Vice Chairwoman

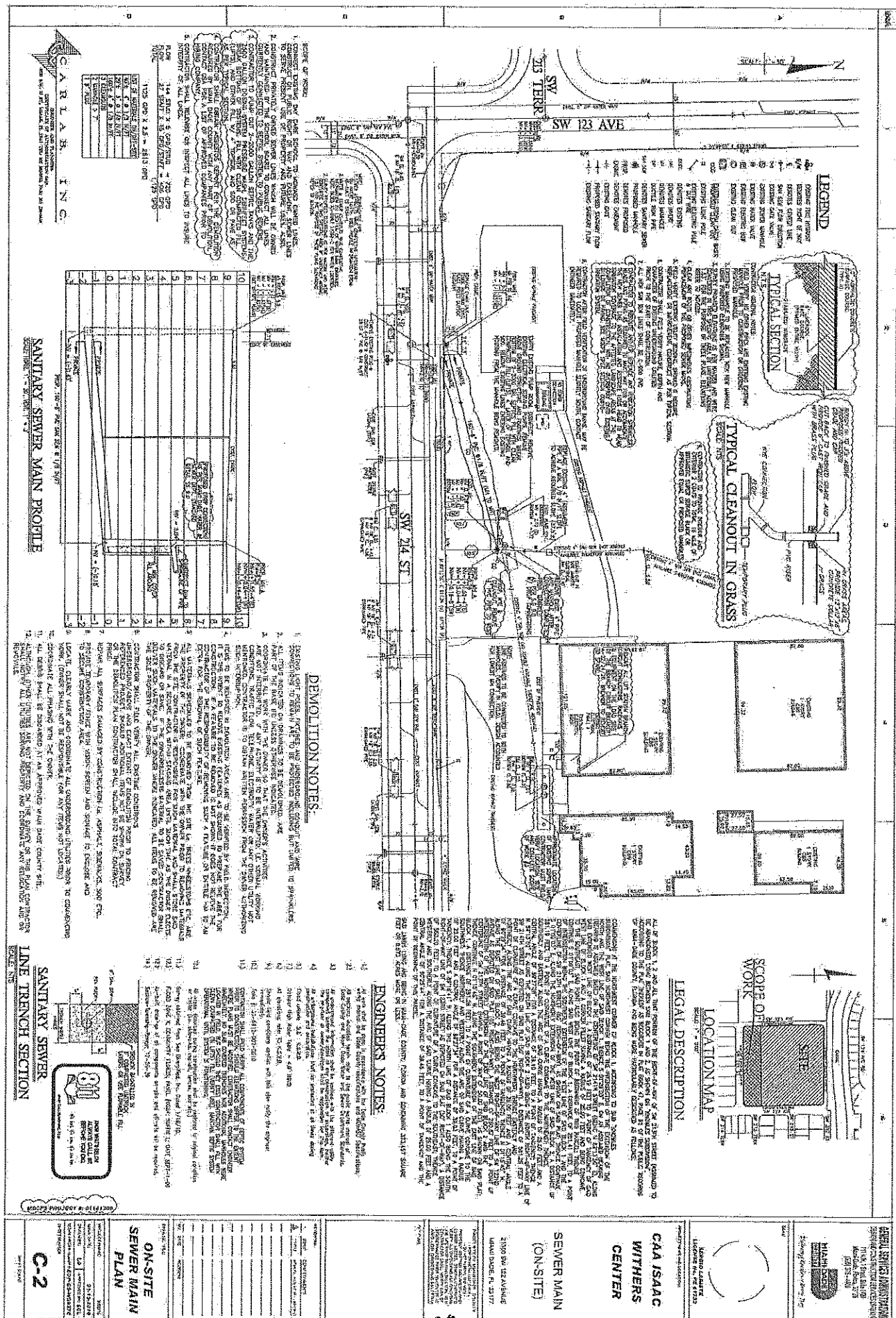
Barbara J. Jordan  
District 1  
Jean Monestime  
District 2  
Audrey M. Edmonson  
District 3  
Sally A. Heyman  
District 4  
Bruno A. Barreiro  
District 5  
Rebeca Sosa  
District 6  
Xavier L. Suarez  
District 7

Harvey Rubin  
Clerk of Courts  
Pedro J. Garcia  
Property Appraiser  
Alina T. Hudak  
County Manager  
Robert A. Cuevas Jr.  
County Attorney

Lynda Bell  
District 8  
Dennis C. Moss  
District 9  
Senator Javier D. Souto  
District 10  
Joe A. Martinez  
District 11  
José "Pepe" Diaz  
District 12  
Esteban Boyo, Jr.  
District 13

PROJECT No. 000000	
PROJECT NAME: CAA ISAAC WITHERS CENTER	
PROJECT LOCATION: 21300 SW 122 AVE, MIAMI, FL 33177	
APPROVAL NOTE: I HAVE REVIEWED THESE PLANS AND THEY CONFORM TO THE CITY OF MIAMI DESIGN STANDARDS.	
APPROVED	<input type="checkbox"/>
APPROVED AS NOTED	<input type="checkbox"/>
NOT APPROVED	<input type="checkbox"/>
DATE: _____	SIGNATURE: _____
1 AGENCY APPROVAL	

<b>SEWER MAIN (ON-SITE)</b> 21300 SW 122 AVE MIAMI, FL 33177		PROJECT NO. 000000 PROJECT NAME: CAA ISAAC WITHERS CENTER PROJECT LOCATION: 21300 SW 122 AVE, MIAMI, FL 33177	PROJECT NO. 000000 PROJECT NAME: CAA ISAAC WITHERS CENTER PROJECT LOCATION: 21300 SW 122 AVE, MIAMI, FL 33177
1. TITLE: SEWER MAIN 2. DATE: 08/15/2000 3. DRAWN BY: J. GARCIA 4. CHECKED BY: J. GARCIA 5. APPROVED BY: J. GARCIA 6. DATE: 08/15/2000		7. PROJECT NO. 000000 8. PROJECT NAME: CAA ISAAC WITHERS CENTER 9. PROJECT LOCATION: 21300 SW 122 AVE, MIAMI, FL 33177 10. DATE: 08/15/2000	



[illegible]









# Miami-Dade County Public Schools

*giving our students the world*

**Superintendent of Schools**  
Alberto M. Carvalho

**Miami-Dade County School Board**  
Dr. Solomon C. Stinson, Chair  
Perla Tabares Hantman, Vice Chair  
Agustin J. Barrera  
Renier Diaz de la Portilla  
Dr. Lawrence S. Feldman  
Dr. Wilbert "Tee" Holloway  
Dr. Martin Stewart Karp  
Ana Rivas Logan  
Dr. Marta Pérez

December 18, 2009

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**  
**#7006 3450 0001 2621 8049**

Ms. Julie Edwards, Executive Director  
Miami-Dade Community Action Agency  
701 Northwest 1<sup>st</sup> Court  
Miami, Florida 33136

**Re: Board-owned lands leased by Miami-Dade County, for use as a  
Community Action Agency Head Start Facility, located at 21300 SW  
122 Avenue, Miami, Florida**

Dear Ms. Edwards:

As you may be aware, Miami-Dade County (County) leases land from the School Board, located at 21300 SW 122 Avenue, Miami, Florida (Site), for use as a Community Action Agency Head Start Facility.

The School Board received the attached Notice of Required Connection (NORC) on July 18, 2009, from the Department of Environmental Resources Management (DERM), and this notice was forwarded to Ms. Wendy Norris, Director of Miami-Dade County General Services Administration, on July 28, 2009. Additionally, we have also been in contact with Mr. Michael Grubbs, Special Projects Administrator for Head Start.

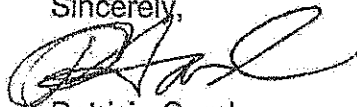
Under the terms of the lease agreement, the cost of all utilities, including but not limited to the cost of installation and connection of improvements to operable public water mains and/or sanitary sewer shall be paid by the County. The NORC provides for the School Board, as the property owner, to comply with the requirements of the Miami-Dade County Code, Chapter 24 regulation, within 90 days of receipt of the notice.

Ms. Julie Edwards  
December 18, 2009  
Page 2

Although County staff have advised us that actions are taking place in this regard, it is critical that the County take immediate steps to implement the required sewer hook-up or secure a time extension, in order to avoid the issuance of a code enforcement violation from DERM. Given that the hook-up can not be made within the proscribed 90-day time period, it is our understanding that the County will need to secure a time extension from the Environmental Quality Control Board (EQCB) at an upcoming meeting. Additionally, in preparation for the EQCB, it may be necessary for the District, as the property owner, to execute certain documentation. Please note that the petition deadline for the upcoming March 11, 2010 EQCB Meeting is January 14, 2010. All fees and other associated costs for such a time extension will be the responsibility of the County.

Additionally, the District was advised that the County would be able to provide a definitive time schedule for the proposed project at the conclusion of a Coordination Meeting held on December 11, 2009. As such, please kindly provide the District in writing by January 6, 2010, said schedule to complete the referenced project, so that the District can properly communicate same to DERM. Please bear in mind that sufficient time must be allocated to allow District review of the project plans and specifications. In the meantime, should you have questions please contact me at [pgood@dadeschools.net](mailto:pgood@dadeschools.net) or 305 995-7283 or Ms. Rita Llado, Coordinator II, Facilities Planning, Design, and Sustainability, at 305 995-2582.

Sincerely,



Patricia Good  
Supervisor II

PG:mmr  
L201

cc: Ms. Ana Rijo-Conde  
Mr. Fernando Albuerne  
Mr. Michael A. Levine  
Ms. Rita Llado  
Ms. Ivis Barba  
Ana R. Craft, Esq., School Board Attorney  
Ms. Tania Llado  
Mr. Michael Grubbs



Carlos Alvarez, Mayor

RECEIVED  
JUL 10 11 56

Environmental Resources Management  
Plan Review Services Division  
11805 SW 26th Street • Suite 124  
Miami, Florida 33175-2474  
T 786-315-2800 F 786-315-2919

miamidade.gov

Certified Mail No. 70071490000379077731

Return Receipt Requested

ALBERTO CARVALHO  
SCHOOL BOARD OF MIAMI-DADE COUNTY  
1450 NE 2 AVE  
MIAMI, FL 33132-1308

#### NOTICE OF REQUIRED CONNECTION

Location: 21300 SW 122 AVE  
UNC, FL 331775803

Folio: 3069120020010

Dear ALBERTO CARVALHO:

It has come to our attention that an approved public sanitary sewer is available and operative in the public right-of-way to serve this property, listed above, currently utilizing an individual sewage disposal system.

This letter is to place you on NOTICE that Section 24-43.1(7) of Chapter 24 Miami-Dade County Code requires that:

"...when an approved public gravity sewer or approved sanitary sewer force main is available and operative in a public right-of-way or easement abutting the property, the use of any liquid waste storage, disposal or treatment methods shall cease within ninety (90) days of the date that the Director or his designee determines that the approved public sanitary sewer is available and operative. Thereafter, all liquid wastes that are generated, handled, disposed of, discharged or stored on the property shall be discharged to an approved and operative gravity sanitary sewer or approved sanitary sewer force main..."

In view of the above, you are required to connect to the available public sewer, within ninety (90) days from the date of receipt of this NOTICE and properly abandon the existing individual sewage disposal system, device or equipment presently serving the property.

To facilitate the connection to sewer, you will find attached the Sewer System Treatment and Transmission Capacity Certification Letter (Sewer Allocation Letter) and instruction sheet. A copy of the Verification Form and/or Final Plumbing Inspection Form and the Department of Health (DOH) Pump-Out and Abandon Permit (for the abandonment of the individual sewage disposal system) shall be provided to DERM as proof of connection.

If the subject property has been connected prior to the receipt of this Notice, submit proof of connection to:

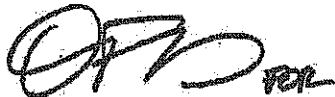
DERM - The Environmental Evaluation Compliance Section  
Attn: Ms. Rosana Rivera, Environmental Specialist Supervisor  
701 NW 1 Court, 7th Floor  
Miami, FL 33136  
Or at [riverr@miamidade.gov](mailto:riverr@miamidade.gov)

As provided in Section 24-11 of Chapter 24 the Code of Miami-Dade County, you may request a variance or extension of time from the Environmental Quality Control Board (EQCB), to connect to the approved public gravity sewer or approved sanitary sewer force main. Please be advised that pursuing said request does not guarantee that a variance or extension will be granted by the EQCB.

Attached please find instructions to complete the required connection to the public sewer main or to apply for a variance or extension of time.

If you have any technical questions, please contact Oscar Aguirre at 786-315-2800, or [aguirro@miamidade.gov](mailto:aguirro@miamidade.gov). For any other question, please contact Ms. Rosana Rivera at 305-372-6608 or [riverr@miamidade.gov](mailto:riverr@miamidade.gov).

Sincerely,



Carlos L. Hernandez, P.E.  
Division Chief, Plan Review & Development Approvals Division

CC Mr. Sergio Garcia, Sr. P.E.  
Engineering Division

EEOS # 2009-NORC-00077

WWC # 231



Carlos Alvarez, Mayor



2009-ALLOCATION-02367  
Environmental Resources Management  
Plan Review Services Division  
701 NW 1st Court • 2nd Floor  
Miami, Florida 33136-3902  
T 305-372-6899 F 305-372-6631

miamidade.gov

7/8/2009

Issued Date: 7/8/2009  
Expiration Date: NONE

SCHOOL BOARD OF MIAMI-DADE COUNTY  
SCHOOL BOARD OF MIAMI-DADE COUNTY  
1450 NE 2 AVE  
MIAMI, FL 331321300

RE: Sewer System Treatment and Transmission Capacity Certification for a Notice of Required Connection

Dear SCHOOL BOARD OF MIAMI-DADE COUNTY:

The Miami-Dade County Department of Environmental Resources Management (DERM) has reviewed a sewer service connection to serve the following project, which is more specifically described in the attached project summary.

Project Name: SCHOOL BOARD OF MIAMI-DADE COUNTY 21300  
Project Location: 21300 SW 122 AVE, Miami, FL 331775803  
Previous Use: 168 CHILDREN W/CAFETERIA & 20 STAFF ON SEPTIC  
Proposed Use: 168 CHILDREN W/CAFETERIA & 20 STAFF PER NORC #2003100812680827  
Previous Flow: 0 GPD  
Total Calculated Flow: 2820 GPD  
Allocated Flow: 2820 GPD  
Sewer Utility: UNINCORPORATED DADE COUNTY  
Receiving Pump Station: 30 - 0564

DERM has evaluated the request in accordance with the terms and conditions set forth in Paragraph 16 C of the First Partial Consent Decree (CASE NO. 93-1109 CIV-MORENO) between the United States of America and Miami-Dade County. DERM hereby certifies that adequate treatment and transmission capacity, as herein defined, is available for the above described project.

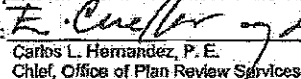
Furthermore, be advised that this approval does not constitute Departmental approval for the proposed project. Additional reviews and approval may be required from sections having jurisdiction over specific aspects of this project. Also, be advised that the gallons per day (GPD) flow determination indicated herein are for sewer allocation purposes only. (in compliance with Consent Decree requirements) and may not be representative of GPD flows used in calculating connection fees by the utility providing the service.

By copy of this certification we are advising the appropriate building official of our Department's determination.

Should you have any questions regarding this matter, please contact the Miami-Dade Permitting and Inspecting Center (MDPIC) (706) 315-2800 or DERM Office of Plan Review Services, Downtown Office (305) 372-6899.

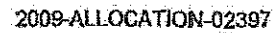
Sincerely,

Carlos Espinosa, P.E.  
Director  
Department of Environmental Resources Management

By:   
Carlos L. Hernandez, P.E.  
Chief, Office of Plan Review Services

Attachments (2)

cc: Building Official (w/ Attachments)  
Utility Official (w/ Project Summary Attachment)



Pump Station: 30-0564  
Projected NAPOT: 4.63

[illegible]